

**Attachment 13**  
**BAPCO AGREEMENT**

## AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia Corporation ("BAPCO") and AT&T Communications of the Southern States, Inc., a New York corporation, and AT&T Communications of the South Central States, Inc., a Delaware corporation, and TCG Ohio (herein, collectively "AT&T") agree as follows:

1. **RECITALS.** BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S. (the "Directories"). AT&T provides local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and AT&T hereby establish the terms by which BAPCO will include listings of AT&T customers in such Directories and by which BAPCO will provide such Directories to AT&T customers. BAPCO agrees that it will provide to AT&T services that are at least equal in quality to those services provided to other telecommunications carriers generally, and consistent with BAPCO's internal standards.
2. **AUTHORITY.** BAPCO assumes the authority and agrees to perform the obligations delegated to it by its affiliate, BellSouth Telecommunications, Inc. ("BellSouth") in Section 20 of the General Terms and Conditions Interconnection Agreement dated \_\_\_\_\_ between AT&T and BellSouth.
3. **AT&T OBLIGATIONS.** AT&T agrees as follows:
  - (a) AT&T shall provide to BAPCO, or its designee, at AT&T's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO, including disconnect information, as set forth on Exhibit A for use by BAPCO or its affiliates or agents in publishing Directories. **AT&T PROPOSAL - BAPCO may not use AT&T subscriber listing information to include in any electronic directory without the written authorization of AT&T.** Such customer listing information shall be provided in the format set forth in Exhibit A, or as otherwise mutually agreed between the parties from time to time.
  - (b) AT&T shall also provide directory delivery information to BAPCO, or its designee, as set forth in Exhibit A for all AT&T customers.
  - (c) AT&T shall advise BAPCO, or its designee, promptly of any directory-related inquiries, requests or complaints which it may receive from

AT&T customers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) AT&T shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by customers.

#### 4. **BAPCO OBLIGATIONS.**

(a) BAPCO shall include at no charge to AT&T or AT&T's customers one standard listing for each AT&T customer per line or per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or unpublished status is designated by customers. Such listings shall be interfiled with the listings of other local exchange telephone company customers and otherwise published in the manner of such other listings in accordance with and subject to BAPCO's generally applicable publishing policies described in Section 5 below, without designation or differentiation as to the subscriber's exchange carrier.

(b) BAPCO shall publish additional listings, foreign listings and all other alphabetical Directory listings offered by BellSouth for AT&T customers upon their request, consistent with BAPCO's publishing policies described in Section 5 below, in BAPCO's alphabetical Directories. BAPCO shall publish all listings for all AT&T's customers in an identical manner and upon the same terms and conditions described in Section 5 below.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local AT&T customers on the same basis that BAPCO delivers Directories generally to BellSouth's, its affiliates or other CLEC's customers, and in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new AT&T service, if a current Directory for that geographic area has not previously been provided.

(d) BAPCO shall make available recycling services for Directories to AT&T customers under the same terms and conditions that BAPCO makes such services available to other BAPCO directory customers.

(e) BAPCO will include for AT&T, in the customer guide section of the Directory, **(AT&T PROPOPSAL - not less than a one-half page of information about AT&T services, including addresses and telephone numbers for AT&T customer service and AT&T's logo in the same manner as that included for all other carriers)**, information relating to establishment of service,

repair and billing in the generic customer guide pages of its alphabetical Directories. AT&T will provide information requested by BAPCO for such purposes on a timely basis. Any change or modification to the content AT&T provides to BAPCO for inclusion in the customer guide section of the Directory shall be approved by AT&T in advance.

(f) BAPCO shall make available at no charge to AT&T or its customers one listing for each AT&T business customer's primary listing in one appropriate heading in the applicable local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's publishing policies as described in Section 5 below.

(g) BAPCO shall solicit, accept and publish directory advertising from business customers of AT&T in communities for which BAPCO publishes classified Directories in the same manner and upon the same terms as it solicits, accepts and publishes advertising from advertisers who are not AT&T customers. Except for customer information actually published in a Directory, BAPCO shall not use any customer information provided to it by AT&T for the solicitation of business for other carriers.

(h) BAPCO shall not provide listing information relating to AT&T customers to other local exchange service providers or independent directory publishers without AT&T approval, except as may be required in relation to this Agreement or as otherwise required by law.

5. **PUBLISHING POLICIES.** BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories. BAPCO shall periodically provide AT&T, with prompt and timely notice of changes to BAPCO's publishing policies that in BAPCO's judgment could reasonably be expected to affect AT&T's conduct and performance of its obligations under this Agreement that support BAPCO's publishing of listings for AT&T's customers. **(AT&T PROPOSAL - Such periodic notice of changes shall be provided at least sixty (60) days before they become effective.)** Such policy updates shall include, without limitation, the subjects described in Exhibit B

6. **LIABILITY AND INDEMNITY.**

(a) AT&T agrees to defend, indemnify and hold harmless BAPCO from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and attorneys' fees, arising out of or resulting from any error in or omission of any residential or business listing for customers of AT&T to the

extent such error or omission is caused by AT&T's failure to provide accurate customer information to BAPCO.

(b) BAPCO agrees to defend, indemnify and hold harmless AT&T from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and attorneys' fees arising out of or resulting from: (i) any error in or omission of any paid advertising for customers of AT&T other than those errors caused by AT&T's failure to provide accurate customer information to BAPCO; provided, however, that BAPCO agrees that, where permitted by law, its advertising contracts with AT&T's customers shall limit liability of BAPCO and AT&T for errors and omissions to a rebate of advertising charges for the advertising containing the error or omission (inclusion of such limitation of AT&T's liability to be undertaken in BAPCO's normal course of business); or (ii) any error in or omission of any business listing for customers of AT&T to the extent such error or omission is caused by BAPCO's failure to publish correctly such customer information provided by AT&T; provided, however, that notwithstanding the foregoing, BAPCO's liability to AT&T for any claims relating to or arising from errors in or omissions of residential customers listings shall be limited to One Dollar (\$1.00) for each such claim.

(c) Except as provided above each party agrees to defend, indemnify and hold harmless the other from damages, claims, suits, losses or expenses, including without limitation reasonable costs and reasonable attorney's fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. Each party shall notify in writing the other promptly of any act or omission which may give rise to a claim hereunder, and of any claim or suit arising hereunder. Each party shall provide reasonable and timely cooperation in its resolution of any claim or lawsuit arising hereunder. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

(d) Notwithstanding anything in this Section 5 to the contrary, in no event shall either party be liable to the other or to any third party for any special, incidental or consequential damages or any loss of profits.

(e) AT&T agrees to include in any local service tariff it files a provision limiting its liability and that of BAPCO, for any claims relating to directory listings or advertisements, to the customers cost of local service or to the charge for any such listing, whichever is less.

7. **TERM.** This Agreement shall be effective on the date of the last signature hereto and shall remain in effect for a term of three years, concurrent with the

Interconnection Agreement dated \_\_\_\_\_ between AT&T and BellSouth, and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty (60) days prior written notice.

8. **ASSIGNMENT.** This Agreement shall be binding upon any successors or assigns of the parties during its term.

9. **RELATIONSHIP OF THE PARTIES.** This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

10. **NONDISCLOSURE**

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

11. **FORCE MAJEURE.** Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood,



With Copy to:

Roxanne Douglas  
Chief Commercial Attorney  
Suite 8100  
1200 Peachtree St., NE  
Atlanta, GA 30309

14. **MISCELLANEOUS.** This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and / or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BellSouth Advertising &  
Publishing Corporation

AT&T Communications of  
the Southern States, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

AT&T Communications of the  
South Central States, Inc. and  
TCG Ohio

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A****ACCOUNT INFORMATION SECTION** (Items in this section are mandatory)

1. **Main Telephone Number**: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
2. **Published Telephone Number**: Telephone number to appear in the directory.
3. **Old Telephone Number**: If the number is changing, enter the OLD Telephone Number.
4. **Type of Directory Service**: Bus (Business) or Res (Residence)
5. **Order Type**: N – New connect order; D – Disconnect service order; C – Change of listings; R – Directory delivery only.
6. **Due Date**: Date that service is requested.
7. **Carrier name**: The name of the local exchange AT&T and operating company code.
8. **Carrier Number**: Operating Company Number.

**PRIMARY LISTING INFORMATION SECTION** (Items in this section are mandatory)

9. **Listed Name**: The way the listing is to appear in the directory. (maximum 1000 characters – including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
10. **Listed Address**: Current address may include street number – street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
11. **Service Address**: Physical location of the telephone.
12. **Community Name**: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).
13. **Zip code**: 5 or 9 character code.

14. **Yellow Pages Heading:** The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
15. **Directory Name:** Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

**BILLING INFORMATION SECTION** (Items in this section are requested but optional)

16. **Billing:** Name to appear on bill.
17. **Billing Address:** Street number, street name, city, state, zip.
18. **Contact Telephone Number:** Telephone number to contact regarding billing.
19. **Responsible Person:** Owner's name or partners' names or 2 corporate officers.
20. **Type of Ownership:** Sole owner; Partnership or Corporation.
21. **Tax ID Number or Social Security Number:** If sole owner, must have social security number.

**DIRECTORY DELIVERY INFORMATION SECTION** (Items in this section are mandatory)

22. **Name:** Personal or business name.
23. **Delivery Address:** Street number, street name, city, state, zip code of where directories are to be delivered.
24. **Directory (Book ID):** Bolt code of the directory/
25. **Number of books now:** for immediate delivery/replacement.
26. **Number of books annually:** 0-3 residence, 0-5 business, then negotiated.

REMARKS SECTION (As Required)

27. **Remarks:** Free flow field used by AT&T for any additional information.

## Exhibit B

### BAPCO Deliverables<sup>1</sup>

#### Publication Schedules

BAPCO will provide to AT&T an **electronic [OPEN BELLSOUTH]** copy of the publication schedules for all directories within the areas served by the AT&T. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

#### Yellow Pages Headings

BAPCO will provide an electronic version of the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

#### Coverage Maps

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by AT&T.

#### Central Office Table

BAPCO will provide two electronic versions of what is called the ABC table. Version 1 of this report, identifies by NPA and in sequence by central office in which directory a customer is entitled to appear. Version 2 of this report reflects the directory name and all central offices appearing within that directory.

#### Listing Specifications

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<sup>1</sup> Information will be provided on disk on standard Microsoft Word Format or via Internet download.

BAPCO will provide a condensed electronic version of listing specifications reflecting the rules and regulations regarding listing appearance in both the white and yellow pages.

#### **Abbreviation Table**

BAPCO will provide an electronic copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

#### **Foreign Directory Name Table**

BAPCO will provide a list of all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

#### **Customer Guide Pages Appearance Procedures**

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a AT&T operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.